



# **PROPOSAL SPECIFICATIONS**

## **GROUNDS KEEPING SERVICES**

### **PROPOSAL OPENING DATE/TIME:**

FEBRUARY 23, 2023

TIME: 10:00 A.M.

TOWNSHIP OF CHESTERFIELD  
BURLINGTON COUNTY  
NEW JERSEY

**REQUEST FOR PROPOSALS**

## **COMPETITIVE CONTRACTING**

The Township of Chesterfield solicits proposals through the Competitive Contracting Process for

### **GROUNDS KEEPING SERVICES**

NOTICE IS HEREBY GIVEN that sealed proposals will be received by the Chesterfield Township Clerk's Office, 295 Bordentown-Chesterfield Road, Chesterfield, NJ 08515, on Thursday, February 23, 2023 at 10:00 a.m. prevailing time at which time and place proposals will be opened and read in public for:

### **GROUNDS KEEPING SERVICES**

Proposal Requirements and other information may be obtained at the Chesterfield Township Clerk's Office, 295 Bordentown-Chesterfield Road, Chesterfield, NJ 08515, during regular business hours, Monday thru Friday, 8:30 a.m. to 4:00 p.m. or via email by submitting Business name, Contact Name, Contact Phone, Fax, Mailing Address and Email Address to [caryn@chesterfieldtwp.com](mailto:caryn@chesterfieldtwp.com).

The Mayor and Township Committee reserve the right to award a contract in its sole discretion and further reserves the right to reject any and all proposals, waive irregularities, and decide as to the responsibility of the bidders.

These proposals are being solicited through a fair and open process in accordance with N.J.S.A. 19:44A-20.4 et seq. and N.J.S.A. 5:34-4. Submissions are required to comply with the requirements of N.J.S.A. 10:5-31 et seq.; and N.J.A.C. 17:27 et seq.; and N.J.S.A. 34:11-56.25 et seq.; and N.J.S.A. 34:11-56.48 and all rules and regulations promulgated thereto.

Caryn M. Hoyer, RMC  
Township Clerk  
Published: February 2, 2023

## INFORMATION FOR BIDDERS

### **GROUNDS KEEPING SERVICES**

#### **1. GROUND KEEPING SERVICES**

The Township of Chesterfield is seeking sealed competitive proposals to provide grounds keeping services to several areas in Old York Village as depicted on the attached map. The contractor will be required to provide any and all necessary personnel, equipment, and material.

The above work is more particularly described in Exhibit "A" Specifications attached hereto.

**2. GENERAL CONDITIONS OF BID** Although this contract will be awarded under the competitive contracting provisions of the New Jersey Local Public Contracts Law, the term "bid" and "bidder", when used throughout this document, shall mean "proposal" and "proponent"; and reference to "bid documents" shall mean this competitive contracting Request for Proposal.

A. All proposal prices shall be in both words and figures. Signature shall be in ink and in longhand. Proposals which are incomplete, conditional or obscure, may be rejected as informal. No oral or telephonic proposals or modifications of proposals will be considered.

B. Proposals shall be submitted in a sealed, opaque envelope marked with the name of the bidder and marked "Grounds Keeping Services."

C. Proposals shall be addressed to:

Township Clerk  
**TOWNSHIP OF CHESTERFIELD**  
295 Bordentown-Chesterfield Rd.  
Chesterfield, N.J. 08515

D. All mailed proposals shall be mailed using a formal mailing procedure such as Certified or Registered Mail, Return Receipt. Alternatively, proposals may be hand delivered prior to the date and hour specified, to the Township Clerk at the above address.

E. Proposals will be received no later than **10:00 a.m. on Thursday, February 23, 2023**, at which time all received proposals will be publicly opened and read at the Municipal Building, 295 Bordentown-Chesterfield Rd, Chesterfield, New Jersey, 08515. Bidder assumes responsibility for having the proposal in the hands of Chesterfield Township on time whether the proposal is mailed or hand delivered by courier.

F. Addenda, if any, issued before opening of proposals, shall be taken into account and included in any proposal. No verbal answer will be given to any inquiries in regard to the meaning of the specifications, nor will any verbal instructions be given previous to the award of the proposal. No verbal statement regarding the proposal by any persons previous to the award of the proposal will be authoritative. Any explanation desired by any bidder must be requested in writing. If reply is made, it will be communicated to all bidders who have indicated their intention to provide a proposal.

- G. The attached specifications describe the work to be performed. These specifications are intended to provide a common standard to which all parties may bid.
- H. The term of this contract is for one year with two renewal options as follows:
- |              |   |
|--------------|---|
| Year One:    | April 1, 2023 through November 30, 2023 |
| Renewal One: | April 1, 2024 through November 30, 2024 |
| Renewal Two: | April 1, 2025 through November 30, 2025 |
- I. The bidder shall be required to provide proof of insurance listing the Township of Chesterfield as an Additional Named Insured. The successful bidder's insurance coverage shall be not less than the following:
- (A) Commercial General Liability Insurance with a limit of not less than \$1,000,000.00 per individual and \$2,000,000.00 in the aggregate;
  - (B) Comprehensive Automobile Liability Insurance with a limit of not less than \$1,000,000.00;
  - (C) Workers Compensation and Employers Liability Insurance of not less than Statutorily Required
- J. The successful bidder shall be required to sign the Indemnification and Hold Harmless Agreement. The successful bidder will indemnify and hold harmless Chesterfield Township from all claims, suits or actions and damages or costs of every name and description to which Chesterfield Township may be subjected or put by reason of injury to the person or property of another, of the property of the Township, resulting from negligent acts or omissions on the part of the bidder, the bidder's agents, servants or subcontractors in the delivery of materials and supplies, or in the performance of the work under this agreement.
- K. All proposals must be completed on the enclosed form. No other forms or specifications are to be used. The price quoted shall be the price at the time the work is to be performed for the Township of Chesterfield. All items furnished shall conform with the applicable specifications included in the bid documents.
- L. Within thirty (30) days of the opening of proposals, the Chesterfield Township Mayor and Committee will award the contract to the lowest competitive bidder, or reject all proposals received. If additional time is required beyond sixty days, the Township of Chesterfield must request permission to do so from the three apparent lowest responsible bidders for an additional period of time to be agreed upon by the Township of Chesterfield and the bidders.
- M. The Township of Chesterfield will provide for the execution of the contract within thirty (30) days of the award of contract.
- N. The Township of Chesterfield is exempt from any State Sales Tax or Federal Excise Tax.
- O. As stated on the sheet provided, General Bid Conditions must be met satisfactorily.
- P. Where applicable, items of foreign origin must be so indicated. Bidder's signature to the bid proposal shall be taken as certification that all manufactured articles, materials, and supplies not so indicated, have been made or produced in the United States.

- Q. As required by P.L. 1977, c.33, a Public Disclosure Statement, as provided, must be completed and included with the proposal.
- R. Bidder will faithfully execute and carry out all requirements of P.L. 1975, c.127. For those bidders whose firm employs less than fifty employees, an Affirmative Action Affidavit is to be provided.
- S. A certificate is required showing that the bidder submitting the proposal owns, leases, or controls all necessary equipment required by specifications.
- T. As required by the New Jersey Prevailing Wage Act (P.L. 1963, c.150), and the provisions of State Labor Laws, prevailing wage and labor laws must be complied with by the successful bidder.
- U. Pursuant to N.J.S.A. 52:32-58, the bidder must utilize the Disclosure of Investment Activities in Iran form to certify that neither the bidder, nor one of its parents, subsidiaries, and/or affiliates (as defined in N.J.S.A. 52:32-56(e(3))), is listed on the Department of Treasury's List of Persons or Entities Engaging in Prohibited Investment Activities in Iran and that neither the bidder, nor one of its parents, subsidiaries, and/or affiliates is involved in any of the investment activities set forth in N.J.S.A. 52:32-56(f). If the bidder is unable to so certify, the bidder shall provide a detailed and precise description of such activities as directed on the form. A bidder's failure to submit the completed and signed form with its proposal will result in rejection of the proposal as non-responsive and preclude the award of a contract to said bidder.
- V. Pursuant to N.J.S.A. 52:32-60.1, et seq. (PL 2022, c.3) any person or entity (hereinafter "Vendor") must complete the certification contained herein indicating whether or not the Vendor is engaged in prohibited activities in Russia or Belarus. A bidder's failure to submit the completed and signed form with its proposal will result in rejection of the proposal as non-responsive and preclude the award of a contract to said bidder.

### **3. REJECTION OF PROPOSALS**

Chesterfield Township reserves the right to reject any and all proposals submitted. Chesterfield Township also reserves the right to waive any irregularities or immaterial variances from the specifications and bid documents, if in its judgment, the interests of the municipality will be best served.

Chesterfield Township retains the right to reject any and all proposals if an error within these bid specifications is found prior to or after the bid date. Chesterfield Township additionally retains the right to reject any and all proposals if any or all parts of the specifications are not complied with, regardless of total proposal price. Final decision of whether or not a proposal complies with these specifications is solely the judgment of Chesterfield Township. Each bidder agrees to accept the decision of Chesterfield Township as final without recourse or prejudice.

### **4. EVALUATION CRITERIA**

All proposals will be judged on the basis of the Township's pre-determined, merit-based evaluative criteria as outlined below. The criteria are: 1 – Technical; 2 – Management; 3 – Cost.

The weighting of the criteria reflects the Township's determination of the respective significance in relationship to each of the criteria areas. The proposals will be evaluated and scored accordingly.

The Township will use a one hundred (100) point system in evaluating all proposals. The criteria to be evaluated are identified below:

CATEGORY	VALUE POINTS
1. Technical Criteria	50 %
2. Management Criteria	30 %
3. Cost Criteria	20 %

**A. Technical Criteria**

Respondents should list all services to be rendered with their explanation in detail on how they will provide the services. Respondents should include manpower and equipment.

**B. Management Criteria**

The respondent shall submit a full description of the business organization to include, but not limited to:

- Name, Address, Phone, Fax, Website, E-Mail and any other information
- Names of all principals and partners
- Other information that would assist in the evaluation process

The respondents shall submit documentation highlighting qualifications and experience they have that will assist the Township in the evaluation and selection process. Such documentation shall include, but not limited to:

- Evidence of providing services as listed in the specifications for a minimum of at least 3 years.
- References from previous assignments.
- Availability of personnel, facilities, equipment and other resources to provide the services requested.

**C. Cost Criteria**

Respondents are to submit a fee proposal schedule that complements the service that is being requested by the Township. All incidental expenses related to this contract, incurred by the respondent, shall be the responsibility of the respondent.

**5. EVALUATION OF PROPOSALS – EVALUATION COMMITTEE**

A Committee has been selected to evaluate proposals that have been submitted. Committee members are familiar with the need for services to be performed in the request for proposal. Committee members will be identified in the final report submitted to the Township Committee.

In accordance with the Office of the State Controller’s publication “Best Practices for Awarding Service Contracts”, it has been determined that the evaluators;  
...are sufficiently qualified to evaluate the strengths and weaknesses of the proposals submitted; and  
...have the relevant experience necessary to evaluate the proposal; and  
...are familiar with the need for the services to be performed in the request for proposals.

**6. AWARD OF CONTRACT**

- A. It is the intention of the Township of Chesterfield to award the contract to the respondent whose response is the most advantageous to the Township, price and other factors considered; and who will provide the highest quality service at fair and competitive prices.
- B. Competency and responsibility of bidder, in the field of grounds keeping services, will be considered in making the award.
- C. Before awarding a contract, Chesterfield Township may require the apparent low bidder to qualify itself as a responsible bidder by furnishing:
  - (a) A financial statement showing assets and liabilities of bidder current to a date within thirty (30) days of opening bids.
  - (b) A listing of up to five (5) grounds keeping services projects in the State of NJ.

Should Chesterfield Township determine the apparent low bidder is not the lowest responsible bidder, the apparent low bidder will be notified and its bid security, if applicable, shall be returned without prejudice.

**7. PAYMENT**

The Township shall, within 20 days of receipt of each invoice for payment, either indicate in writing its approval of payment and present the invoice for payment to the Governing Body, or return the invoice for payment to the contractor indicating in writing its reasons for refusing to approve payment. If the invoice is returned, the contractor may make the necessary corrections and re-submit the invoice for payment. The Governing Body shall review the invoice at its next regularly scheduled meeting. Upon approval of the invoice by the Governing Body, the Township shall make payment within 30 days pursuant to N.J.S.A. 2A:30A-1 et seq.

Payment to be made in accordance with the Township of Chesterfield requirement for submission of invoice and vouchers and approval by authorized officials. Acceptance of the final payment by the bidder shall be understood to be a release of all claims against the Township of Chesterfield for payment.

**8. SCHEDULING OF WORK**

The successful bidder shall schedule and submit a tentative schedule for all work not later than thirty (30) days after the date of the award of contract by the Township.

**9. INDEMNIFICATION AND INDEPENDENT CONTRACTOR**

- A. Contractor shall indemnify and hold harmless Chesterfield Township from and against all claims, damages, losses and expenses, including all reasonable expenses incurred by Chesterfield Township based on any claims that may result or arise directly or indirectly, from or by reason of the performance of the contract or from any act or omission by the contractor, its agents, servants, employees or subcontractors and that results in any loss of life or property or in any injury damaged persons or property. Its indemnification shall include any alleged violations of patent, copyright or trademark laws. This indemnification shall be construed as broadly as possible in the favor of Chesterfield Township.
- B. It is acknowledged by the bidder that it is an independent contractor and as such will be responsible for all damage, loss or injury to persons or property that may arise or be incurred during the conduct of the work. Bidder shall indemnify and hold harmless and defend the Township from and against any and all liability for loss, damage, injury or expense which Chesterfield Township may suffer or for which the Township may be held responsible during the performance of this contract.
- C. The awarded vendor shall, within ten (10) days after the award of the contract, obtain, pay for and deliver to the Township of Chesterfield, a performance bond for one hundred percent (100%) total contract sum satisfactory to the Township, and executed by a surety company licensed to do business in the State of New Jersey. Such a bond shall bear the same date as, or dates subsequent to, the date of the contract. The said bond shall assure fulfillment of the contract in all respects and shall provide for payment in the event of the contractor's failure to perform all of its obligations according to the contract and make full reimbursement to the Township of Chesterfield for all expenses incurred in making good any default. The bond shall also contain a waiver of notice being required for alterations, additions, deductions, extensions of time or other modifications of the contract as ordered. Should the contract be awarded for multiple years, the bond may be reduced, at the end of each year, by the value of the preceding year's contract.



# EXHIBIT “A”

## SPECIFICATIONS

### GROUNDS KEEPING SERVICES

#### MOWING & MAINTENANCE SERVICES - OLD YORK VILLAGE

#### CHESTERFIELD TOWNSHIP OLD YORK VILLAGE

#### MOWING & MAINTENANCE SCHEDULE

APRIL 1st to NOVEMBER 30th

##### A. TURF AREAS

1. Weekly mowing of turf areas at a height of not less than three (3”) inches or more than three and one-half (3-1/2”) inches. Cut grass will not be bagged or raked for removal. However contractor will be responsible to ensure windrows of mulched grass are not present at the end of a mowing sequence.
3. No Mowing will take place in the first fifteen feet (15’) measured from the water’s edge around all stormwater basins which are designed to retain stormwater. These “no-mow” areas are intended to maintain as close-as-possible natural appearance around the water’s edge and are also intended to dissuade waterfowl from frequenting the basin areas.
3. Mowing shall be completed at intervals of not more than seven (7) days, weather permitting. The mowing schedule shall be adjusted during extreme rain or drought conditions and as agreed upon by the township and the contractor.
4. Grass will be line trimmed around all trees, shrubs, buildings, poles, steps and walks not reached by mowers.
5. Edging of curbs and walkways shall commence immediately upon contract implementation and every third week thereafter for a total of eleven (11) occurrences during the contract period. Edging shall be completed using either a string trimmer or edger blade device, whichever is more conducive in maintaining the particular area being addressed.
6. Bi-weekly edging of mulched tree rings and landscape beds shall be performed in order to maintain a neat and orderly appearance and to prevent the encroachment of grass or other growth into the mulched areas. Edging using a string trimmer shall be permitted.
7. Mowing debris will be blown from sidewalks, roadways, or parking lots. Under no circumstances shall debris, including mowed grass, be allowed to enter storm water control structures, devices, ponds, etc.
8. To reduce unwanted, unsightly debris scattering and polluting of the environment, policing of the mowing sites and debris pick up will take place during maintenance mowing.
9. All turf will be monitored by the contractor for any signs of development of disease or feeding insects that might adversely affect the growth of the areas. Notification and recommended action will be given to the Township of Chesterfield by written report send via email, fax, or mailed. Verbal reporting of such conditions is not an acceptable means of communicating concerns of this nature. No pesticide will be applied without

the express written consent of Chesterfield Township and no pesticides shall be applied needlessly. All turf applications will be applied in strict conformity with the manufacturer's specifications under the contractor's pesticide license.

10. Material Safety Data Sheets (MSDS) will be sent to the Township of Chesterfield for reference.

B. SHRUBS, TREES, AND PLANTING BED MAINTENANCE

1. Planting bed maintenance shall consist of weekly weed control by pulling materials, pruning, disease and insect control (with approval after receipt of written report and pricing specific to the issue at hand) necessary to ensure healthy weed free bedding areas.
2. All weeds exceeding four (4) inches in height/spread, not controlled by an herbicide, shall be removed by hand to lessen the risk of damage to planted goods.
3. All plants, shrubs and trees shall be neatly pruned in a consistent manner to preserve their natural character. New growth (suckers, off-shoots) shall be taken off immediately so as to prevent knots and larger-than-necessary open wounds to the tree structure.
4. All shrubs and trees shall be maintenance pruned. Contractor is only required to perform maintenance pruning of dead or broken limbs to a maximum height of fifteen (15') feet above surrounding grade. Flowering shrubs will be pruned after bloom.
5. Spot pruning of trees and shrubs will be completed upon request.
6. All shrubs and trees will be inspected continuously for any signs of development of disease or feeding insects that might adversely affect the growth of the areas. Notification and recommendation action will be given to the Township of Chesterfield. No pesticide will be applied needlessly.

MISCELLANEOUS MAINTENANCE SCHEDULE

A. APRIL

1. In preparation for the season, contractor shall remove winter debris, i.e. leaves, branches, and trash, from all township parcel lawn areas and shrub beds.
2. Dead shrubbery or plants shall be removed. Ornamental grasses and perennials shall be cut back. Flowering shrubs will be pruned after bloom.
3. Unneeded tree stakes, binding wires/ropes, etc. shall be removed in preparation for the season.
4. A minimum of 2" depth new mulch shall be applied to all planting beds and tree rings as specified on the attached maps which are made part of these specifications. Such mulch installation shall be performed between April 1<sup>st</sup> and May 1<sup>st</sup>.

B. MAY - OCTOBER

1. On a cost-per-application basis to be quoted upon determination of need, selectively spray shrubs and trees with an insecticide mixture. **This work is not to be part of the contractors bid submittal, but shall be requested from time-to-time when the need is realized.**
2. Maintain the intended shape and form of all deciduous and evergreen shrubs and trees (up to 15') to promote healthy growth and to attain optimum growth and appearance.

C. NOVEMBER

1. Upon completion of the final mowing for the season, remove accumulated leaves and debris to assure a neat appearance during the winter months.

## **WORK AREAS AND MAPPING,**

## **CONTRACTORS INTERPRETATION, AND INFORMATION RESOURCES**

Work areas are generally described as being township-owned parcels and right-of-ways adjacent to streets, roads, parks, parking areas, playgrounds, open space areas, and water retention/detention areas within what is locally known as Old York Village.

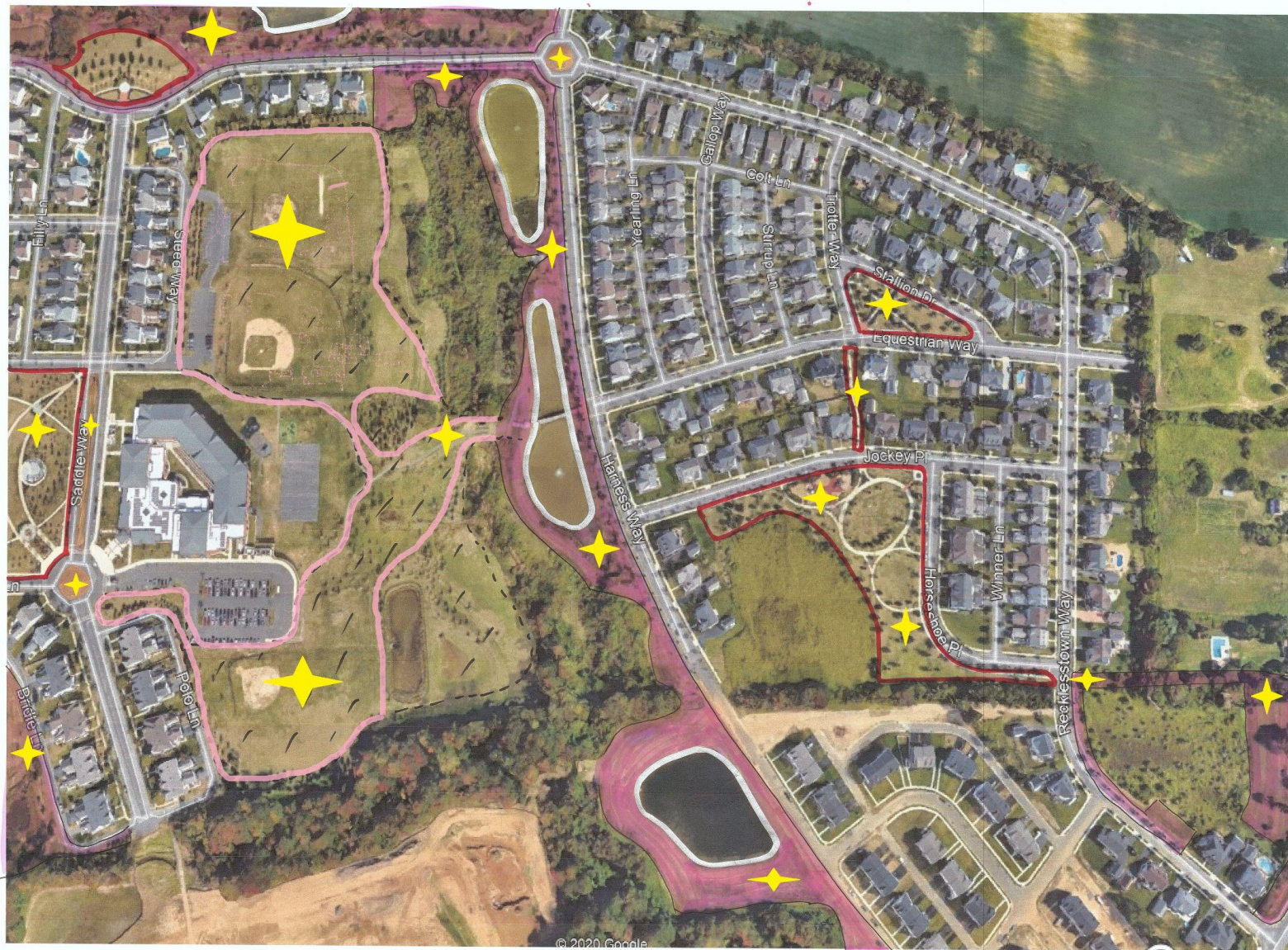
For the benefit of bidders, nine (9) aerial photographs of Old York Village have been modified to indicate the work areas and general limits of maintenance. The full extent of the area shown on the maps is not necessarily subject to mowing due to the existence of ponds, woods, or habitat areas not requiring maintenance service. Therefore, bidders are strongly encouraged to review these modified aerial photographs as compared to actual worksite locations. Any question or concern about the limits of work or locations should be immediately addressed by contacting the township for verification.

An onsite bidder review meeting has been scheduled for TUESDAY, FEBRUARY 14, 2023 at 2PM. The bidder meeting will take place in Old York Village, near the Chesterfield Township Elementary School, at the traffic circle located at the corner of Saddle Way and Thorn Lane.

Questions about the specification or the bid proposal should be directed to the Public Works Foreman Troy Ulshafer at 609-298-2311 ext. 161 or the Township Administrator Thomas A. Sahol at 609-298-2311 ext. 101.

**EXHIBIT “B”**  
**MOWING AREAS MAPS**  
**9 pgs.**  
**GROUNDS KEEPING SERVICES**





Chesterfield Downs





Chesterfield Green





Cross Creek 1





Cross Creek 2









Heritage South









Google  
Traditions East



